

**General Conditions of Purchase
of DP World Logistics Germany B.V. & Co. KG**

1. General

- 1.1 These Terms and Conditions shall become part of the contract concluded for the purchase of goods or services (hereinafter "Contract") between DP World Logistics Germany B.V. & Co. KG
- 1.2 (hereinafter "Purchaser") and the contracting party (hereinafter "Supplier").
- 1.3 General terms and conditions of business of the Supplier that conflict with or deviate from the Purchaser's terms and conditions of purchase shall not be recognised unless the Purchaser has agreed to them or individual provisions in writing. The Terms and Conditions of Purchase shall also apply if the Purchaser has accepted the delivery or services of the Supplier without reservation in the knowledge of General Terms and Conditions of Business of the Supplier that conflict with or deviate from its Terms and Conditions of Purchase.
- 1.4 Individual provisions of these Terms and Conditions of Purchase which expressly refer to a specific type of performance, such as a purchase contract, contract for work and materials, contract for work and services or other services, shall apply exclusively to this respective type of performance. Otherwise, the Terms and Conditions of Purchase shall apply to all types of performance.

2. Orders and acceptance

- 2.1 Orders of the Purchaser shall always be placed in writing. The Supplier shall accept the Purchaser's offer in writing within a period of 14 days, whereby acceptance by fax or e-mail shall be sufficient. After expiry of the deadline, the order shall lapse.
- 2.2 The purchaser reserves his property rights and copyrights to samples, illustrations, drawings, calculations and other documents. These may not be made accessible to third parties without the express written consent of the purchaser. They are to be used exclusively for the performance of services on the basis of the order. After completion of the order, the documents shall be returned to the customer without being requested to do so.

3. Service provision by the supplier

- 3.1 The supplier shall perform the services himself or through third parties integrated into his work organisation and on his own responsibility. The Supplier shall only be entitled to use other third parties with the prior express consent of the Purchaser. As soon as the Purchaser agrees to the use of third parties, these shall be commissioned by the Supplier in its own name and for its own account.

- 3.2 If the service is provided at a location of the Purchaser, the Supplier shall observe the safety and order regulations for external companies and the house rules applicable there. The same shall apply to all other regulations applicable at the site which are made available to him for inspection.

4. Employees of the supplier

- 4.1 The Purchaser is not entitled to issue instructions to the Supplier's employees. The Supplier undertakes to ensure that no persons employed by it are integrated into the Purchaser's business in the course of the performance of the services. This applies in particular to the extent that persons employed by the Supplier perform the services on the premises or on the building of the Purchaser.
- 4.2 The supplier shall be solely responsible for the fulfilment of contractual, statutory, official and professional association obligations towards the persons employed by it for the performance of the service. The Supplier shall indemnify the Purchasers against claims of third parties based on the violation of the above obligations.
- 4.3** The Supplier shall ensure that the respective applicable statutory provisions on the minimum wage are complied with. The Purchaser shall be indemnified by the Supplier against any claims in connection with the minimum wage.

5. Time of performance and delivery

- 5.1 The performance or delivery date specified in the order is binding for the supplier.
- 5.2 As soon as the Supplier is able to recognise that it will not be able to fulfil its contractual obligations in whole or in part or not in due time, it shall notify the Purchaser thereof without undue delay, stating the reasons and the expected duration of the delay. The notification shall be made in writing.
- 5.3 If the supplier does not fulfil his services within the agreed time, he shall be liable in accordance with the statutory provisions. In the event of delays in delivery, the Purchaser shall also be entitled, after prior written warning to the Supplier, to demand a contractual penalty of 0.5% for each commenced week of delay in delivery, up to a maximum of 5% of the order value, unless the Supplier is not responsible for the delay. The contractual penalty shall be offset against the damage caused by delay to be compensated by the supplier.
- 5.4 If a delivery date has been agreed, the supplier may not make the delivery earlier than 5 days before the delivery date, unless the parties have agreed otherwise.

6. Cooperation of the Purchaser

- 6.1 The Purchaser shall provide the contractually agreed cooperation services.
- 6.2 If the Purchaser has not or not sufficiently provided the required cooperation, the Supplier shall immediately give notice of this in writing. If the Supplier does not comply with this obligation to give notice of defects, the Purchaser shall not be in default with the cooperation and the Supplier may not invoke a failure to cooperate.

7. Prices

- 7.1 Unless expressly agreed otherwise in writing, the remuneration owed shall be a fixed price. Fixed prices also include outlays, third-party costs, travel costs and expenses as well as packaging and delivery.
- 7.2 Unless a fixed price has been agreed, travel expenses shall only be reimbursable with the prior written consent of the Purchaser.

8. Terms of payment

- 8.1 Invoices must contain the order number listed in the order and describe the service components in detail. Any additional or reduced services must be listed separately in the invoice.
- 8.2 Insofar as the parties agree in writing in individual cases, in deviation from the above Section 6.1, that the Purchaser shall reimburse expenses, third-party costs or out-of-pocket expenses on a time and material basis, these shall be stated in the invoice broken down by item, quantity as well as individual and total price and proven by means of copies of the underlying invoice documents.
- 8.3 Unless otherwise agreed in writing, payment shall be made within 30 days net after delivery or provision of services and receipt of the invoice. The supplier shall grant a discount of 3 % for payment within 10 days.
- 8.4 In the event of a defective delivery, the Purchaser shall be entitled to withhold payment in proportion to the value until proper performance.
- 8.5 Payment does not imply acceptance of conditions and prices. The time of payment shall have no influence on the commencement of warranty periods and shall neither constitute an unconditional acceptance of the object of performance nor a waiver of possible notices of defects.
- 8.6 The Purchaser shall be entitled to rights of set-off and retention to the extent provided by law.

9. Liability for defects and other warranty

- 9.1 The supplier warrants that the goods or services owed do not have any defects impairing their value or suitability, that they have the agreed or contractually stipulated quality and that they are suitable for the use stipulated in the contract. The supplier also warrants that the delivery or service owed complies with the generally recognised rules of technology, the latest official regulations, the Product Safety Act, the applicable safety requirements and the workplace and accident prevention regulations.
- 9.2 The supplier's liability also extends to parts manufactured or supplied by sub-suppliers and services rendered by sub-suppliers.
- 9.3 The Purchaser shall notify the Supplier of defects in the contractual performance as soon as they are detected in the ordinary course of business. The period for giving notice of defects shall depend on the circumstances of the individual case. For recognisable defects, it shall be at least 5 working days from delivery. For hidden defects, a period of at least 5 working days after discovery of the defect shall apply.
- 9.4 The costs incurred by the supplier in the inspection and rectification of defects, including any dismantling and installation costs as well as transport costs, shall be borne by the supplier.
- 9.5 In urgent cases, if it is not possible to wait for the supplier to remedy the defect, the customer may, without prejudice to its statutory rights in respect of defects, remedy the defect itself or have it remedied by a third party at the supplier's expense and demand reimbursement of the necessary expenses from the supplier. The Purchaser shall also be entitled to this right if the Supplier culpably fails to deliver within the grace period despite having been granted a reasonable grace period, if the setting of the grace period is dispensable or if the rectification of the defect has finally failed.
- 9.6 If the supplier has assumed a guarantee for the quality and durability of the delivery item, the purchaser may also assert claims under the guarantee in addition to his rights in respect of defects.
- 9.7 The statutory limitation periods shall apply to the Purchaser's claims against the Supplier arising from liability for defects and other warranties. In the case of justified notices of defect, the limitation period shall be extended by the period of time between the notice of defect and the rectification of the defect.

10. Property rights

The supplier assures that its deliveries and services are free from third party property rights and, in particular, that no third party property rights are infringed by the intended use of the delivered goods or the intended use of the services provided. The supplier shall indemnify the purchaser against all claims of third parties arising from the use of such property rights.

11. Cancellation

- 11.1 If the contract is a continuing obligation, the Purchaser shall also be entitled to partial termination in the event of ordinary rights of termination, insofar as this is reasonable for the Supplier.
- 11.2 If the contract is a continuing obligation, it can be terminated extraordinarily without notice for good cause.

12. Data protection

The parties undertake to comply with all relevant provisions of data protection law and official directives. The Supplier shall independently implement appropriate technical and organisational measures for the protection of personal data within the meaning of Articles 24 and 32 of the GDPR, which at least ensure the confidentiality, integrity, availability and resilience of the systems and services in connection with the contractual relationship existing between the Parties on a permanent basis and have the ability to restore the availability of and access to personal data in the event of a physical or technical incident. The parties shall inform each other immediately in the event of serious disturbances, suspected data breaches or other irregularities in the processing of personal data in connection with the contractual relationship between them.

13. Liability

- 13.1 The supplier shall be liable in accordance with the statutory provisions.
- 13.2 The Supplier shall indemnify the Purchaser against claims arising from manufacturer's liability and on the basis of the Product Liability Act, insofar as the cause lies within the Supplier's or its supplier's sphere of control or organisation.

14. Insurances

The Supplier shall maintain at its own expense appropriate insurance policies customary in the industry with appropriate amounts of cover for its contractual risks, in particular for damage caused to the Purchaser by it, its employees or agents through the delivery of goods or provision of services. The insurance policies shall be presented to the Purchaser by the Supplier upon request.

15. Secrecy

The Supplier undertakes to maintain secrecy with regard to commercial or technical documents and information of the Purchaser which are not in the public domain and which become known to it through the business relationship existing between the parties and not to make them accessible to third parties without the express consent of the Purchaser. The Supplier's duty of confidentiality shall continue to apply even after termination of the contractual relationship existing between the Parties.

16. Documents of the orderer

The Supplier shall surrender to the Purchaser at the latter's request any documents provided to it by the Purchaser in connection with the initiation and performance of the contractual relationship existing between the parties.

This applies in particular to files and other documents relating to the business operations of the Purchaser or affiliated companies, such as lists of suppliers and customers, printed material, documents, drawings, notes and drafts as well as copies thereof and electronic storage media containing the contents of such documents as well as copies thereof. Otherwise, the supplier is obliged to delete electronic documents.

17. Applicable law

German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) is excluded.

18. Place of performance and jurisdiction

18.1 Unless otherwise stated in the order, the place of performance shall be the place of business of the Purchaser.

18.2 The place of jurisdiction for all legal disputes is Duisburg.